



BellSouth Telecommunications, Inc.  
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333 Commerce Street  
Nashville, Tennessee 37201-3300

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Guy M. Hicks  
General Counsel

REC'D TN  
REGULATORY AUTH.  
JUL 25 PM 2 02  
OFFICE OF THE  
EXECUTIVE SECRETARY  
July 24, 2000

**VIA HAND DELIVERY**

Mr. David Waddell  
Executive Secretary  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

Re: Approval of the Amendment to the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. and EZ Talk Communications, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.  
Docket No. ~~00-00201~~

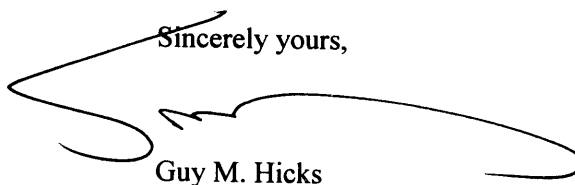
00-00654

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, EZ Talk Communications, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Amendment to the Resale Agreement.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: Eileen Singleton, EZ Talk Communications, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

In re: *Approval of Amendment to the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. and EZ Talk Communications, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. ~~00-00201~~ 00-00654

**PETITION FOR APPROVAL OF AMENDMENT TO**  
**THE RESALE AGREEMENT NEGOTIATED BETWEEN**  
**BELLSOUTH TELECOMMUNICATIONS, INC.**  
**AND EZ TALK COMMUNICATIONS, INC.**  
**PURSUANT TO THE**  
**TELECOMMUNICATIONS ACT OF 1996**

COME NOW, EZ Talk Communications, Inc. ("EZ Talk") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Resale Agreement dated (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, EZ Talk and BellSouth state the following:

1. EZ Talk and BellSouth have successfully negotiated an agreement providing for the resale of BellSouth's telecommunications services to EZ Talk. The Resale Agreement was approved by the Tennessee Regulatory Authority ("TRA") on May 23, 2000.
2. The parties have recently negotiated an amendment to the Resale Agreement which allows for the release of Subscriber Listing Information to third party independent publishers. A copy of the Amendment is attached hereto and incorporated herein by reference.
3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, EZ Talk and BellSouth are submitting their Amendment to the TRA for its consideration and approval.
4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between EZ Talk and BellSouth within 90 days of its

submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

EZ Talk and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 24<sup>th</sup> day of JULY, 2000.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

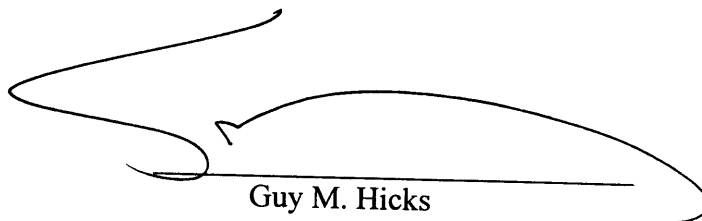
By: 

Guy M. Hicks  
333 Commerce Street, Suite 2101  
Nashville, Tennessee 37201-3300  
(615) 214-6301  
Attorney for BellSouth

**CERTIFICATE OF SERVICE**

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Resale Agreement on the following via United States Mail on the 24 day of JULY, 2000:

Eileen Singleton  
Director of Operations  
EZ Talk Communications, Inc.  
4727 South Main  
Stafford, Texas 77477



Guy M. Hicks

**AMENDMENT  
TO THE  
AGREEMENT BETWEEN  
EZ TALK COMMUNICATIONS, INC. AND  
BELL SOUTH TELECOMMUNICATIONS, INC.  
DATED FEBRUARY 16, 2000**

Pursuant to this Agreement, (the "Amendment"), EZ Talk Communications, Inc. ("EZ Talk"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated February 16, 2000 ("Agreement").

WHEREAS, BellSouth and EZ Talk entered into an Interconnection Agreement on February 16, 2000, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Notwithstanding any provision(s) to the contrary, EZ Talk agrees to provide to BellSouth, and BellSouth agrees to accept, EZ Talk's Subscriber Listing Information (SLI) relating to EZ Talk's customers in the geographic area(s) covered by this Interconnection Agreement. EZ Talk authorizes BellSouth to release all such EZ Talk SLI provided to BellSouth by EZ Talk to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such CLEC SLI shall be intermingled with BellSouth's own customer listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariff.
- 1.2 No compensation shall be paid to EZ Talk for BellSouth's receipt of EZ Talk SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of CLEC's SLI, or costs on an ongoing basis to administer the release of EZ Talk SLI, EZ Talk shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. Before BellSouth incurs any costs under this Section, it shall inform EZ Talk as of its good faith estimate of EZ Talk's share of such costs, and EZ Talk shall have the option of agreeing in writing to the costs, or discontinuing BellSouth's release of EZ Talk's SLI.

- 1.3 BellSouth shall not be liable for the content or accuracy of any SLI provided by EZ Talk under this Agreement. EZ Talk shall indemnify, hold harmless and defend BellSouth from and against any damages, losses, liabilities, demands claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate EZ Talk listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to EZ Talk any complaints received by BellSouth relating to the accuracy or quality of EZ Talk listings.
- 1.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.
2. All of the other provisions of the Agreement, dated February 16, 2000, shall remain in full force and effect.
3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

**EZ Talk Communications, Inc.**

By: Eileen Singleton

Name: EILEEN SINGLETON

Title: Executive Administrator

Date: 6/16/2000

**BellSouth Telecommunications, Inc.**

By: Jerry Hendrix

Name: Jerry Hendrix

Title: Senior Director

Date: 6/19/00